## United States Bankruptcy Court Southern District of New York

In re: Lehman Brothers Holdings, Inc. et al.

Case No. <u>08-13555 (JMP) (Jointly Administered)</u>

### PARTIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e) (2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

LMA SPC for and on behalf of the MAP 84 Segregated Portfolio	Cantor Fitzgerald Europe								
Name of Transferee	Name of Transferor  Court Claim # (if known): 45221  Amount of Claim Transferred: \$31,237.80 WITH RESPECT TO ISIN/CUSIP X80290588572 plus all accrued interest, fees and recoveries due thereon								
Name and Address where notices to transferee should be sent:									
LMA SPC for and on behalf of the MAP 84 Segregated Portfolio									
c/o Knighthead Capital Management 1140 Avenue of the Americas, 12 <sup>th</sup> Floor New York, NY 10036 Attn: Laura Torrado, Esq.	Date Claim Filed: 10/23/2009								
Last Four Digits of Acct. #:	Phone: Last Four Digits of Acct. #:								
•									
I declare under penalty of perjury that the information prov knowledge and belief.	rided in this notice is true and correct to the best of my								
LMA SPC for and on behalf of the MAP 84 Segregated Portfolio									
By: Knighthead Capital Management, LLC, its Investment Advisor	cu sta								
Laura Torrado Authorized Signato	Date: 7 2 0013								
Transferee/Transferee's Agent									

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

## **United States Bankruptcy Court** Southern District of New York

In re: Lehman Brothers Holdings, Inc. et al.

Case No. 08-13555 (JMP) (Jointly Administered)

### PARTIAL TRANSFER OF CLAIMS OTHER THAN FOR SECURITY

CLAIM 45221 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the partial transfer of that claim, the transferee filed a Partial Transfer of Claim other than for Security in the Clerk's office of this court on

Cantor Fitzgerald Europe	LMA SPC for and on behalf of the MAP 84 Segregated							
	Portfolio							
Name of Alleged Transferor								
	Name of Transferee							
Address of Alleged Transferor:	1							
	Address of Transferee:							
110 E 59 <sup>th</sup> Street								
New York, NY 10022	LMA SPC for and on behalf of the MAP 84 Segregate							
	Portfolio							
	c/o Knighthead Capital Management							
	1140 Avenue of the Americas, 12 <sup>th</sup> Floor							
	New York, NY 10036							
	Attn: Laura Torrado, Esq.							
DLADLINETO OBJECT TO TRANSFER-								
The alleged transferor of the claims is hereby notified that of	objections must be filed with the court within twenty-one							
(21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be								
substituted as the original claimant without further order of	the court.							
Date:								
	CLERK OF THE COURT							

# AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, CANTOR FITZGERALD EUROPE ("Seljer") hereby unconditionally and irrevocably sells, transfers and assigns to LMA SPC FOR AND ON BEHALF OF THE MAP 84 SEGREGATED PORTFOLIO (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in <u>Schedule 1</u> attached hereto (the "<u>Purchased Claim</u>"), in Seller's right, title and interest in and to Proof of Claim Number 45221 filed by RBS Coutts Bank AG (the "<u>Original Claimant</u>") (the "<u>Proof of Claim</u>") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "<u>Proceedings</u>") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalities, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptoy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation rotating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (o) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Soller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Bastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Soller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Trausfer; (c) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debior or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured oreditors; and (g) on or about April 17, 2012, the Soller received the first distribution relating to the Transferred Claims totaling the amount of \$1,127.44 (the "First Distribution"), on or about October 1, 2012, the Seller received the second distribution relating to the Transferred Claims totaling the amount of \$760.82 (the "Second Distribution"), on or about April 4, 2013, the Seller received the third distribution relating to the Transferred Claims totaling the amount of \$960.97 (the "Third Distribution"), and on or about May 8, 2013, the Seller received the initial distribution relating to the Lemman Brothers Treasury Co. B.V. Note XS0290588572 totaling the amount of EUR 2,586,22 (the "Initial BY Distribution") and that other than the First Distribution, Second Distribution, the Third Distribution and the Initial BV Distribution, neither the Seller, nor any third party on its behalf, has received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims.
- 3. Soller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptoy Procedure, the Bankruptoy Code, applicable local bankruptoy rules or applicable law, and consents to the substitution of Selier by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect

to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptoy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- All representations, warranties, covenants and indomnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Selier. Selier hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Soller's breach of its representations and warranties made herein.
- Seiler shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred. or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Buroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Selier. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Buroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party herete consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 10th day of June, 2013.

SELLER

CANTOR FITZGERALD EUROPE

BUYER

LMA SPC for and on behalf of the MAP 84 Segregated Portfollo

By: Knighthead Capital Management, LLC, its Investment Advisor

Name:

[Signature page

Address: 110 B. 59th Street

New York, NY 10022

Name: aura Torredo

Title:

Authorized Signatory

Address:

1140 Avenue of the Americas, 12th Floor

New York, NY 10036

Attention: Laura L. Torrado, Esq.

Notes (EUR22K) - Center to MAP 84]

SCHEDUCE 1

Transferred Claims

\$31,237.80 of \$48,679,659.97, the allowed amount related to ISIN XS0290588572 of the Proof of Claim #45221, plus all accused interest fees and other recoveries the

Lehman Programs Securities to which Transfer Relates

Purchased Claim

			Γ									•		
	Accrued Amount (as of Proof of Claim Films	Date)	MA		****	***************************************								
	Maturity		2 April 2010											
	Coupon		N/A											
	Principal/Notional Coupon Maturity Amount	True occording	conivalent to	US\$31,237.80 @	1.4199)					~~~	******	****		
	Cuarantor	Tforman	Brothers	Holdings Inc.		**************************************		weetweek.	a.chiena.c	**************************************	-			
Yeemor		Lebram	Brothers	R V	;	u de la constitución de la const	deleven		luctura & to		*****			•
ISIN/COSTP		XS0290588572											£	
Description of	Security	Lehman Brothers	Ireasony Co. B.V. Issue of EUR	4,000,000 Index-	Linked Notes due	April 2010 relating to	the S&P Pan Asia 50	High Dividend Index	Guaranteed by Lehman	Brothers Holdings Inc.	trader the U.S.	\$60,000,000,000 Erro	Medium-Term Note	Program

Schedule 1-1